They had, though, they said, chosen several candidates and would make no effort to pick out the others until later. Mr. Cleveland left last night for Maine, where his family is stopping.

It was learned yesterday that Thomas F. Ryan, with Levi P. Morton and Harry Payne Whitney, has purchased a controlling interest in the Washington Life Insurance Company. This stock was purchased by Mr. Ryan and his associates last January after the company got into trouble under the management of the Brawers.

Samuel Untermyer, counsel for James H. Hyde, sailed yesterday for Europe on the Kaiser Wilhelm II. He was shown a copy of Mr. Hyde's testimony before the State Superintendent but refused to comment on it.

ALBANY, July 11 .- Gov. Higgins was asked to-night if the disclosures in the Equitable society's affairs had changed his views any as to the desirability of an investigation before a committee of the Legislature to the end that the public could be given all the facts.

The Governor said that nothing has developed that in his opinion warrants a legislative investigation. He reiterated his great confidence in the ability of the State Insurance Department to take care of the

"We set out," he said, "to make a very thorough examination of the Equitable and I expect we will get at all the inside facts. No act of mine will be lacking to help the investigation, and nothing will be left undone to probe the matter to the bottom in the best interests of the policyholders."

GLIDDEN TOURISTS PINCHED. Bike Cops Stop Whipple and Huriburt on Speed Allegations.

Two of the autoists who started with the Glidden tourists for Mount Washington yesterday morning got into trouble the police. Harlan W. Whipple, America, saw his chauffeur, Robert Wasson, superintendent of the Peerless Automobile ing the speed limit. W. B. Hurlburt, manager of the Packard Automobile Company. who was making haste to overtake a truck loaded with the baggage of the tourists n order that he might give the driver some instructions, was also picked up. Mr. Hurlburt said jocosely when his case came up for a hearing in the West Side police

"I was going a little bit fast, but then I didn't know that Detectives Casey and Mallom were out on their autocycles so early in the morning."

Casey and Mallom say that Wasson, who was driving Whipple's touring car, was raising the dust on upper Broadway at the rate of 32 miles an hour. Wasson declares that he and Mr. Whipple were merely testing the machine—a recent acquisition—and that he was not conscious of driving it over 18 miles an hour. Bail in \$200 was furnished

18 miles an hour. Bail in \$200 was furnished by Dr. J. Franklin Dunseith of 304 West Fifty-fourth street, who offered as security valuable real estate at 352 West Forty-second street. Bail in the same amount was furnished in Huriburt's case by Albert Hortog of 304 West Fifty-fourth street. Casey and Mallom allege that Whipple remonstrated loudly when his chaufteur was arrested and, displaying a silver shield, remarked that he was Sheriff of Kings county and that he had a right to go as he pleased. In the West Forty-seventh street station he produced two fifty dollar bills as bail for Wasson. Then he left, announcing that he was in a hurry to start on the tour. that he was in a hurry to start on the tour.
Wasson is the man who was with C. G.
Wridgway in the car with which Wridgway 1,000 miles in 25 hours at Brighte in May last.

BLOTTERS GAVE HIM EVIDENCE. Meyers Thus Found Out Person to Whom His Wife Wrote.

Vice-Chancellor Garrison began yesterday in Chancery Chambers, Jorsey City, to take testimony in the divorce suit brought by George Morehouse Meyers against Clara E. Meyers. Meyers and his brother manufacture envelopes at 102 Chambers street, New York. His wife is a member of the Jersey City Woman's Club. Their home is at 104 Gifford avenue in the fashionable Bergen section.

The pair were married at Asbury Park on Oct. 23, 1899. Mrs. Meyers has a son and a daughter by a former marriage. Their marital troubles began in 1903, Mevers mentioned the name of Louis J. Apgar, a member of an old Bergen family, as the man responsible for his domestic troubles. Mr. Apgar is a retired business man and a grandfather. The plaintiff said he went to New York on Jan. 13, 1903, to shadow his wife, who had told him that she intended to attend a cuchre party in West Ninetysixth street, and saw Apgar drive up in a

Apgar caught sight of the witness and the old man instructed the driver to get away in a hurry. The carriage was soon out of sight. When the plaintiff walked back toward the house he met his wife, he said, and she was surprised.

"I asked her who the old man in the cab

was," said the witness, and she replied:
"There's no old man in the cab: you've
made a mistake' 'The enly mistake I
made,' I said, 'is that I didn't kill him.'" Meyers testified that his wife had re-ceived letters and flowers, but she would never tell him who had sent them. He

said he found out to whom she had mailed letters by providing a lot of blotting paper for the library table. His wife blotted the envelopes, he said, and he secured the inked impressions, which he read in a looking glass. The blotters with the impressions were admitted as evidence.

TOBACCO TRUST ANSWERS DANA.

Willing to Pay Him Market Value of Stock in Original American Tobacco Co.

TRENTON, N. J., July 11.—The American Tobacco Company and its directors filed in the Court of Chancery to-day their answers to the suit of Richard T. Dana of New York, seeking to set aside the merger of the Consciidated and Continental Tobacco companies and the original American Tobacco Company under the corporate title of the latter. The defense is entered that Mr. Dana himself ratified the terms of the merger to the extent that is practical or customary for a stockholder in such affairs of a corporation. It is denied that the mortgage given

to the Morton Trust Company in October, 1904, to secure issue of bonds provided for in the merger, is invalid, or that, as charged in the bill, it has occasioned irreparable damage to Mr. Dana. It is denied that the mortgage is a lieu upon the property of the American Tobacco Company. The answer declares that the defendance The answer declares that the defendant corporation is willing to pay to Mr. Dana the market walte of his stock in the original American Tobacco Company, and says that he has redress in an action at law for any loss that may have been sustained by him by reason of the merger.

New York Merchant Buys an Estate.

MIDDLETOWN, July 11 - George Werner, a well known New York merchant, has bought 265 acres of highly improved land near Montgomery. He will build a summer house and conduct a stock farm.

EQUITABLE LOAN TO DEPEW CO.

SENATOR TOLD OF DEALINGS AT THE HENDRICKS QUIZ.

Admits a Verbal Agreement to Make Good the Society's Loss, but Doubts if It's Legally Binding-Schiff's Story of Bond Sales-Little of Harriman.

Much of the testimony taken by Supt. Hendricks in his investigation of the Equitable became known yesterday and the statements of Senator Depew, Jacob H. Schiff and James H. Hyde added to the knowledge of conditions in the society before the reorganization.

Senator Depew admitted that he was financially interested in the Depew Improvement Company, to which the Equitable loaned \$250,000 on property worth only \$150,000. He admitted that the mortgage had been foreclosed and declared that he did not advise the loan in his capacity as counsel for the society. He admitted, however, that he voted in favor of making the loan and also told of a verbal agreement that the society should not lose through it. He declared, however, that his promise was not legally binding.

He explained that he received his \$20,000 year salary for giving advice to Messrs. Alexander or Hyde whenever they wanted outside counsel.

Mr. Schiff testified that his firm, Kuhn, Leeb & Co., had sold bonds to the Equitable while he was on the finance committee of the society, and later bought them back at a loss to the society. In spite of the records of the society, however, he denied that he or his firm had sold to the Equitable any Union Pacific preferred stock, or, in fact, any stock whatever. When confronted with the records he declared that

Mr. Hyde declared that the Union Pacific syndicate was really Mr. Harriman's idea, and it was on Harriman's advice that the Equitable came in.

It was believed at the time the investigation was going on that E. H. Harriman would have to take his turn in the witness chair and tell what he knew about the Equitable's purchase of so-called Harriman securities, but when Mr. Hendricks's first report came out there was nothing said former president of the Automobile Club of about Harriman. In the testimony made public vesterday there is no mention of Mr. Harriman being called by Mr. Hen-Company, placed under arrest for exceed- dricks and, in fact, very few allusions to him are contained in the testimony. DEPEW EXPLAINS HIS SALARY.

Senator Depew was asked to explain how he had earned the \$20,000 salary that he had received from the Equitable since 1889. He said that about thirty years ago he was retained as one of the general counsel of the company by the elder Hyde and that in 1877 he bought his stock and was elected a director in the company. Mr. Depew said that the elder Hyde

often called upon him for advice, especially in regard to investments. Mr. Depew said that every little while Mr. Hyde sent him a check in payment for his services. Some time in the '80s, Mr. Depew testified, the company became involved in some had investments. He brought the company out of the difficulty and Mr. Hyde wanted him to join the staff of the society at a large salary. Mr. Depew declined.

Mr. Depew declared that Mr. Hyde then sent for him, told him that he wanted to have the privilege of calling for advice at any time, and asked him to accept a retainer of \$20,000 a year. Mr. Alexander advised him to accept, he said, and he did so. Since then, he declared, he had been consulted by Alexander and the Hydes when they wanted advice outside of their regular counsel.

THE DEPEW IMPROVEMENT COMPANY TOAN. Mr. Depew was next asked about the loans of \$250,000 made by the Equitable ompany to the Depew Improvement Company. He said that the company was organized by a number of prominent people in Buffalo and the late Walter Webb. His name was adopted without his knowledge, he declared, and for several years he had no interest in the company and knew little about it until Walter Webb told him that he had formed a syndicate to buy a majority of the stock and that he had assigned \$100,000 of it to Mr. Depew.

"I told him," said Mr. Depew, "that I wasn't in the habit of taking \$100,000 interests, and I didn't know anything about and I would rather not do it, but he said: Very well: I knew what you would say, and so I have opened an account in my bank. I have put up the stock as collateral; I have borrowed \$100,000 for you, so you need have no trouble, and here is a check and note, and you sign these two. You have got your stock, and in three months it will be sold out and we will make a hand-

And I did what many a man has done before—I signed a note and that check. The prospects of the company seemed unusually good, and, of course, I was too busy a man to pay any attention to it, and it was run by Mr. Webb and by a very

expensive \$15,000 a year general manager."
Coming down to the loan, he said:
'I never had anything to do with it. I never applied for it or advised it or asked for it. It was done, as I understand, by an application from the managers of the com-pany and upon appraisal by the officers who are appointed for that purpose by the company itself."

AND THE GUARANTEE OF REPAYMENT. AND THE GUARANTEE OF REPAYMENT.

Q. You voted in favor of this loan on the recutive committee? A. I think I did; but want to say that I didn't advise the loan d was not consulted about it at all.

Q. I suppose you are aware that in 1901 ere was an appraisement made by the Intrance Department of that property and eir appraisal was \$150,000. No; I didn't now about that. Didn't I write a letter—

Q. You wrote a letter to the Insurance epartment asking us to prappraise. A. As an appraisen.

Department of that

A that was \$150,000. No.

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come there, and to build houses, &c., that not

only the Equitable mortgage, but every
body is amply secured.

You said the mortgage was foreclosed

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sold any preferred stock of the Union Pacific

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1932. A. It wasn't bought of Kuhn, Loeb & Co.

The record in reference to the payment

of \$500,000 to Kuhn, Loeb & Co. on account of

Union Pacific preferred syndicate reads as

follows: "Office voucher. Check to Kuhn, Loeb

& Co., Union Pacific stock syndicate, \$500,000.

Stamped paid Jan. 22, 1903." A. What of

that?

Of That is the check of the Equitable

Society? A. Supposing it is Sup
was that the semi

come there, and to build houses, &c., that not only the Equitable mortgage, but everybody is amply secured.

Q. You said the mortgage was foreclosed and you understood that the property was bid in by the society? A. Yes, sir.

Q. And that the society has been waiting to have something done about it? A Yes, some arrangement that I am not familiar with.

Q. I show you an exhibit here. It is not the original, but it is claimed to be a copy of the original which is on file in the society records. A. I remember that.

Q. What were the circumstances which caused you to sign that statement? A. If I remember right, that was brought to me by a lawyer who told me that the Equitable Trust Company would take bonds sufficient—I will say right here when the guarantors signed the guaranty the manager said that no money would ever be required of us, because they had parties that were going to buy the property and take it off our hands.

Q. You mean the guaranty for the \$50,-

and Seward Webb were to guarantee to the Equitable Trust? A. Yes, sir.
Q. And save it harmless from taking those bonds? A. Yes, sir.
Q. Now the company was never organized? A. No. Why that never went through I really don't know.
Q. You agreed to guarantee those bonds? A. I couldn't answer that question. I would have to refer that to the manager and the lawyer who did it.
Q. As a lawyer, do you think that this paper fixes any liability on you of any kind? A. As a lawyer I don't think so, and I am informed by the counsel of the receiver that it does not.

Further testimony regarding Mr. Depew's liability was given by Gerald R. Brown, superintendent of the Equitable's Brown, superintendent of the Equitable's bond and mortgage department. He said that H. B. Anderson, counsel for the Depew Improvement Company, had given him the impression that Mr. Webb and Mr. Depew contended that there was no personal liability against them. Mr. Brown said that he had spoken to Mr. Depew on the subject and that Mr. Depew led him to believe that he was going to see the believe that he was going to see the quitable through without loss.

Equitable through without loss.

Q. What did he say in substance? A. He said in substance that he had been dragged into this matter by Walter Webb—who is now deceased—I believe, a brother of Dr. Seward Webb: that the place had been named after him without his consent, and that he had sunk \$125,000 to \$150,000 of his own money in it, which he was willing to lose if necessary or put in more to help the Equitable out and get it out without loss.

Q. Did he say in substance that he would save the Equitable harmless for the delay. A. Yes, he did.

Q. That promise on his part has never been reduced to writing, except so far as it appears in this exhibit? A. No, sir.

Q. And I suppose that you understood a personal promise of the sort was not legally bluding, didn't you? A. Yes, sir.

Q. Do you know if Mr. Depew made the same statement to, any other person in your presence? A. He made that statement to the Comptroller of the society in my presence.

Q. To Mr. Jordan? A. Yes, sir.

DEPEW'S PART IN SALARY INCREASES. DEPEW'S PART IN SALARY INCREASES.

Mr. Depew was reminded that he and V. P.
Snyder recommended the increase of the
salaries of President Alexander and VicePresident Hyde, and was told that some persons thought that Hyde was getting a
pretty large salary for the work he was
doing. Mr. Depew declared that at the time
of the increase the company's business had
been increasing so well that he felt that the
salaries were justified. He said that had the
elder Hyde paid more attention to his perelder Hyde paid more attention to his per-sonal fortune and less to the society he might have left a much larger estate and admitted that sentiment had much to do in making the increased allowance for young Mr. Hyde. Mr. Depew admitted that when he recommended the increase of Hyde's salary, to \$100,000 he was not aware that Mr. Hyde was receiving about \$28,000 from subsidiery companies of the society.

Hyde was receiving about \$28,000 from subsidiary companies of the society.

Jacob H. Schiff was questioned mostly about the dealings which his firm. Kuhn.

Loeb & Co., had with the Equitable, of which Mr. Schiff was a member of the finance committee. Mr. Schiff, according to his own testimony, was a dummy director for about tables were still when he became a director. twive years. When he became a director, he said, five shares of so-called Hyde stock were transferred to his name to qualify him, but when the trouble in the society came to a head he bought five shares of the association's stock from Comptroller Thomas D. Jordan. He said he paid \$2,000 a share for it. Many of the questions asked of Mr. Schiff were prompted by parts of the records

of the association. "I note by this paper," said Mr. Hendricks," that on May 25, 1904, you sold \$1,700,000 of the Japanese 6 per cent. Sterling loan at 93½ and interest, and on June 30 you sold \$1,485,580 of that loan at 93½ and interest. It appears that on Nov. 1s they resold \$1,101,232 at 91½ flat to your company. Do you think that was a good sale to them at that time?"
"The executive committee decided, unin-

fluenced by any member of the firm of Kuhn, Loeb & Co., when they want to buy and when they want to sell securities," replied Mr. Schiff. "I have never thought to influence officers or members of the executive committee as to what they should do. If they had waited longer they would have made a very large profit on these bonds. Perhaps the officers thought they needed the money; perhaps they thought it was a good time to sell; perhaps they thought they could buy them cheaper again."

KUHN, LOEB & CO. BOND SALES. The Equitable then bought \$1,600,000 of second series bonds from Kuhn, Loeb & Co. at 88¼ and sold them at 94¼. A few days after the sale the bonds went to par. Mr. Schilling:

the company's selling:

"In a few days there was probably a great victory for the Japanese. I want to repeat that I never asked the officers of the Equitable society to sell us something that they had; if they wanted to resell something it is for some reason which their the bonds to them, but have never solicited

bonds are now worth only 91.

Mr. Schiff declared that his firm had never sold any Union Pacific preferred to the Equitable, or, in fact, any other stocks.

RECORD FALSIFIED, SAYS SCHIPF Q. The recordshows that on Jan. 22, \$290,000 of the Union Pacific preferred stock was purchased from Kuhn, Loeb & Co, and authorized by the finance committee Feb. 2.

thorized by the finance committee Feb. 2, 1903, at 100.

A. There are two errors in there. In the first place, the finance committee could not authorize the purchase of anything. The other is that the record must be wrong, for I repeat my statement that Kuhn, Loeb & Co. never sold Union Pacific preferred stock to the Equitable Life company.

Q. Of course, I am only giving you the record. A. The record must be false.

Q. It was approved Feb. 2, 1903, by the finance committee, present Kreeh, Wilson, Depew, Schiff, Snyder, the president and vice-president. A. The Equitable Life Insurance company may have bought Union Pacific preferred stock; it certainly never bought any from Kuhn, Loeb & Co.

Q. The statement here is from Kuhn, Loeb & Co.

Q. Is the Equitable Life in a syndioate to buy Union Pacific preferred stock? A. To buy Union Pacific preferred stock? ertain knowledge the Equitable Life is in any syndicate for Union Pacific pre-ed which is under the charge of Kuhn. Oeb & Co. Q. Is James H. Hyde? A. Wouldn't you etter ask that question of Mr. James H. iyde?

Hyde?

Q. The record shows that the Equitable Life Insurance company paid to Kuhn, Loeb & Co. on Jan. 22, 1993, \$500,000 for \$500,000 of that stock; on July 16, 1993, it paid \$600,000 of Kuhn, Loeb & Co. for \$900,000 of that stock, and on July 26, 1904, they paid \$270,000 for \$380,000 of that stock. They say Snyder and Deming were the only nen at the finance committee meeting on July 28, but on the one of July 16 were present Mr. Squire, Mr. Schiff, Mr. Snyder and Mr. Deming. A. I can't remember details of these, but I can only answer for Kuhn, Loeb & Co. that they never sold any preferred stock of the Union Pacific to the Equitable Life.

Q. At the time they bought \$500,000, Jan. 22, 1903, and paid 100 for it it was only selling at 32? A. It wasn't bought of Kuhn, Loeb & Co. and to-day this is new to me that the Equitable The record shows that the Equitable

that?

Q. That is the check of the Equitable Life Society? A. Supposing it is. Supposing you give a check to Mr. A., does that prove Mr. A. knows what transaction that may be? Do you suppose that the senior partner of Kuhn, Loeb & Co. sees the checks?

Q. What were the circumstances which caused you to sign that statement? A. If I remember right, that was brought to me by a lawyer who told me that the Equitable Trust Company would cake bonds sufficient—I will say right here when the guarantors signed the guaranty the manager said that no money would ever be required of us, because they had parties that were going to buy the property and take it off our hands.

Q. You mean the guaranty for the \$50,000? A. I mean this paper. The lawyer brought that to me with the statement that the Equitable Trust Company had or would make an agreement to take \$700,000 of bonds which were to be issued by a new company to be formed, and the details of it I don't remember.

Q. I will ask you a word on the details. It appears that there was to be a reorganization of the company? A. Yes.
Q. And enough of these bonds at par were to be transferred to the Equitable Society to cover the mortgage and interests and costs? A. Yes, sir.
Q. Then the Equitable society was to transfer those bonds to the Equitable Trust Company? A. Yes, sir.
Q. Then the Equitable society was to transfer those bonds to the Equitable Trust Company? A. Yes, sir.
Q. And get the money on them that you and Mr. Twombly and John Jacob Astor

The business office in which each worker spends only 15 minutes a day wanting or hunting for things which should be instantly a vailable, wastes every week the cost of a vertical filing outfit large enough to take care of 1000 correspondents.

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and that you were recorded as voting for it. Is the record wrong? A. I can only explain this—that this is an incorrect statement. No doubt the sale had been made to the Equitable by Mr. Hyde. You are misin-

formed.
Q. We asked Mr. Hyde for a copy of the O. We asked Mr. Hyde for a copy of the syndicate agreement for the purchase of that stock. He said it was not in his possession. From information we have, that syndicate agreement was dated Dec. 11, 1902, and Mr. Stillman, Kuhn. Loeb & Co., and Mr. Harriman were parties to it. We asked Mr. Hyde to furnish us with a copy of that syndicate agreement. He said that he was unable to do so, and if we wanted it we would have to ask Kuhn, Loeb & Co. for it. A. You have the right to ask me for anything, but have we a right, in a matter in which, as far as we are concerned, the Equitable is not a party, to furnish you anything?

Q. I agree with you. If the Equitable is not a party we have no right to ask you about it. But the Equitable seems to have been made a party to it. A. Not by any notification to us. I say that Mr. Hyde has never informed Kuhn, Loeb & Co. that he has made any transfer to the Equitable company. Up to this day we know only Mr. Hyde. That syndicate agreement is no secret. It simply states that certain parties have concluded to buy \$50,000,000 Union Pacific preferred stock, and that is the whole essence of the syndicate.

HYDE EXPLAINS U. P. SYNDICATE. When James H. Hyde was asked to pro when James H. Hyde wa asked pro-duce the syndicate agreement concerning the purchase of Union Pacific preferred on Jan. 1, 1905, he said: "Mr. Harriman asked me if I would go in on behalf of the Equitable to this syndi-

cate, and I couldn't without consultation with Mr. Alexander. We went down and consulted with Mr. Alexander, and he approved it. He asked me if I thought it was proved it. He asked me if I thought it was a good thing, and I thought it was a very strong syndicate and it was a good stock, and it was going to be a better stock, and it was in every way a good investment. Harriman thought he was doing me a favor in letting me in, and I went in on behalf of the Equitable. I myself have never had any personal interest in the matter and have never made any money out of it." have never made any money out of it."

Mr. Hyde exhibited a letter from Mr.
Alexander promising that he should be fully indemnified and protected against any personal loss which he might incur. Q. Is it true that all the Union Pacific pre-ferred stock stands in the name of parties in the office of Kuhn, Loeb & Co.? A. That

Q. If the syndicate agreement providing that the stock should not be sold is purely speculative in its purpose, is the Equitable purchase under the syndicate agreement an entirely admissible transaction for an insurance company? A. That, of course, is a question of taste or a matter of opinion. Mr. Alexander and I didn't think so.

Q. You say you have no copy of the Union Pacific agreement? A. I have no copy in my possession; Mr. Harriman refuses to give it to me.

LOSS ON SALES OF TRUST COMPANY STOCK.

Later in the inquiry Mr. Hyde was re-called and questioned as to Equitable hold-ings in the American Deposit and Loan Company and the Mercantile Trust Com-Company and the Mercantile Trust Company. It appeared that the society frequently sold stock to selected persons for less than it had paid for it. George Gould got 100 shares of Mercantile at \$500, when the Equitable was paying \$815 for the sock. This was Mr. Hyde's explanation:

"Mr. Gould contributed more business than almost any other director of the Mercantile to that concern and we wanted him to be personally interested in the concern."

Later, when Mercantile stock was being bought by the Equitable at \$1,000 and \$1.002, E. H. Harriman purchased 100 shares at \$500 from the society. Mr. Hyde explained that the reason was the same as in Mr. Gould's case.

NEW CUBAN ELECTRIC LINES.

Passenger and Freight System to Radiate From Havana-Contracts Awarded.

The Havana Central Railway Company, in which some New Yorkers are interested, awarded contracts for the construcsomething it is for some reason which their own committee has decided, and naturally, tion and equipment of a great electric tion and equipment of a great electric chosen to do so.

They said make us an affect we did, which to build and operate a network of interwe being dealers in those bonds, when railway system in Cuba. The company is they said 'make us an offer' we did, which was almost the market price. We offered urban lines radiating from the city of urban lines radiating from the city of Havana and covering an extensive terri-

About 125 miles will be constructed in About 125 miles will be constructed in the arguments of counsel, and being fully the first instance, involving an expenditure of nearly \$5,000,000. The road, besides and publish this as their award, to wit: catering for passenger traffic, will have a freight service for fruits, vegetables and other products.

One branch will extend clear across the island to Rosario, a distance of about forty miles. Sub-stations will be located at Cuatro Caminos, Lomas de Candela and Providencia. A second line will run from Havana seventeen miles south to Bejucal, with a sub-station at Santiago de las Vegas. A third line, running southwest from Hayana Mariel, will have a length of thirty-se miles and branch lines running north and south to El Carmelo, Santiago de las Vegas and Tuira de Meiena, amounting to about

The power house to be constructed in Havana will operate 7,500 horse-power of electric energy at 19,000 volts three phase current for the purpose of operating the Steam turbines will be used. The initial rolling stock for passenger service will consist of twenty-four 30 ton

cars, seating fifty passengers and equipped with four motors geared for a maximum speed of 40 miles an hour. The freight service will be handled by ten 40 ton locomotives equipped with four motors geared for a speed of 17 miles an hour when hauling a 300 ton train.

The General Electric Company has been awarded the contract, valued at more than \$1,500,000, for the complete electrical equipof the system. The United States Products Export Company has been allotted the rail contract, calling for 15,000 tons standard size.

DEAD IN FLAT HOUSE CELLAR. Woman's Brother Was Once Janitor There She May Have Wandered In.

Hannah Hartigan, a woman about years of age, was found dead about 6 o'clock yesterday morning in the basement of the apartment house 124 West 127th street. Coroner Goldenkranz after a superficial examination said he thought the cause of death was apoplexy. George Carr, the janitor of the house,

unlocked the basement hallway door about 4 o'clock and then went back to bed. 6 o'clock he got up to go about his duties and found the woman lying well back in the basement hall near the furnace. She was unconscious. Carr summoned a po-liceman, who called an ambulance from the J. Hood Wright Hospital. The ambulance doctor found the woman dead. The body was taken to the West 125th street police station, where it was identified by Thomas Dunphy of 1873 Park avenue, who said he was the dead woman's brother. Dunphy was formerly janitor at 124 West 127th street and his sister knew the premises. It is supposed she was taken ill in the neighborhood in the early morning hours and wandered in a half dazed condition into the well known basement and there lay down and died. An autopsy will be performed this morning at the morgue.

"Little Tim" Not to Farm.

"Little Tim" Sullivan says he is not going to turn farmer. He declares that the story to the effect that he has just purchased a large tract of land near Pittsfield, Mass., is a "pipe dream."

ROCKEFELLER VS. TARBELL.

JOHN D., THROUGH ATTORNEY, TAKES ACCUSER'S ROLE.

Virgit P. Kline Says That in the Corrigan Case Miss Tarbell Must Have Relied on Corrigan's Petition Instead of on the Testimony on Which Case Was Lost.

Virgil P. Kline of Cleveland gave out yesterday the following statement:

In the July, 1905, number of McClure's Magazine appears an article entitled "John D. Rockefeller, a Character Study, by Ida M. Tarbell," in which a partial and misleading account is given of the case of Corrigan valkockefeller, finally determined in Mr. Rockefeller's favor by the Supreme Court of Ohio some years ago.

Having been one of the counsel for Mr. Rockefeller in that case, I deem it my duty to make a brief statement of the real transaction, inasmuch as the insinuations of the article are so unwarranted by the facts which appear in evidence, and which are matter of public record.

On the 19th of February, 1895, Mr. Corrigan was indebted to Mr. Rockefeller in the sum of upward of \$415,000. Of this sum over \$25,000 was interest past due, while a large portion of the principal had also matured. Mr. Rockefeller had also advanced, on account of an iron mining company in which Mr. Corrigan was interested over \$200,000, which was secured in part by indorsements of Mr. Corrigan and in part by deposits of his stock in that com-pany.

In this situation of the indebtedness,

Mr. Corrigan, needing more money, entered into a contract on that date with Mr. Rockefeller, by the terms of which, among other Mr. Rockefeller, 2500 things, he sold to Mr. Rockefeller 2,500 shares of Standard Trust certificates, so called, at the then market price of \$168 per share, and out of the proceeds received \$80,000 in cash, together with about 4,350 shares of his stock in the mining company, for his present uses the remainder of the for his present use, the remainder of the purchase money being applied, under the terms of the contract, with certain securi-

terms of the contract, with certain securities, to the ultimate working out of the indebtedness.

On June 30, 1897, more than two years thereafter, Mr. Corrigan filed a petition in the Court of Common Pleas of Cuyahoga county, Ohio, against Mr. Rockefeller, in which he charged that Mr. Rockefeller, bearing a fiduciary relationship toward him as trustee, for the purpose of acquiring his stock at less than its true value had made false representations to him as to the made false representations to him as to the condition of the Standard Oil Trust and the value of its shares; that he had also taken advantage of his ignorance of the real value of the shares and of his embarrassed condition to obtain from him an unfair bargain, and, to induce him to make the sale, had represented to him that the

gain, and, to induce him to make the sale, had represented to him that the shares were not worth the price paid therefor.

Mr. Rockefeller, by his answer filed in the case, promptly denied all these averments of fraud and bad faith made against him.

By agreement of the parties, the issues thus made were referred to William G. Choate and William D. Guthrie of New York, and William A. Lynch of Canton, Ohio, three able lawyers of the highest personal integrity, as arbitrators to determine the issues of law and fact. The agreement further provided that upon their dement further provided that upon their de-termination of the case judgment should be entered in accordance therewith and the parties exchanged bonds guaranteeing

the entry of judgment as the same should be awarded by the arbitrators.

The arbitrators listened carefully and patiently to all the evidence offered on both sides. There was no book or document called for by the plantiff in the investiga-tion which was not promptly produced. tion which was not promptly produced, and the arbitrators expressed themselves as entirely satisfied with the frankness and fulness with which information had been furnished by Mr. Rockefeller.

It appeared from the evidence that the

indebtedness of Mr. Corrigan to Mr. Rocke-feller was of long standing, beginning in 1886, increased in 1887, and again increased in 1893 to the extent of \$125,000, in the midst of the panic of that year; that the Standard Trust certificates had been left with him as collateral security, with power to sell; and that the notes evidencing the indebted-

hearing the arbitrators made the follow-ing decision:
"And now, on April 20, 1899, said ar-

Havana and covering an extensive territory in the interior of the island which that the Equitable as one-half and interest, and that these less one-half and interest less one-half and interest. "(a) They find and determine the issues joined in said action in favor of the de-fendant, and that he is entitled to have said action dismissed upon its merits, with taxable costs against the plaintiff."

In the course of their opinion (speaking in the third person) they said:

"They are satisfied by the evidence that the energies of actual fraud set forth in the complaint against the defendant are not proved. On the contrary, the evidence has satisfied them that the defendant made the purchase of the stock in question in good faith, and at what he believed to le its full value and a fair price, and that he did not use the circumstances or neces-sities of the plaintiff as a means of extorting from him either the purchase of the stock or its purchase at an improper or insufficient consideration, and that he was actuated by a desire to accommodate the plaintiff and relieve him from his embarrassments by making with him the agreement of which the purchase of the stock was part.

They also said in another paragraph:
"It is quite evident from the testimony that when this contract was entered into neither party understood that the relation between them was such that the plaintiff had the right to rescind the contract, but within a very few weeks after the contract was executed the plaintiff was fully advised of this right, and in our opinion the defendant in good faith offered to give him the information which he sought which would have borne more the question of the would have borne upon the question of the value of the stock so far as such information was within the defendant's possession. The defendant offered to show him the statements, such as were accessible for the in-formation of the steekholders, but the plainiff saw fit not to avail himself of this means

information. There could be no more complete answer, the insinuations of the arricle in question reflecting on Mr. Rockefeller's fairness and integrity in this transaction. His treat-ment of these certificates after he acquired them fully corroborates this view of arbitrators, and shows that he did purchase for the purpose of holding. at once put the cardificates upon the market, and within ninety days had sold nearly half of them at prices very slightly advanced beyond that at which he bought, and con-

SEA BREEZE CALENDARS,

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WHEN NOBODYS IN TOWN.
Seashore and mountain and country give liberally of their fresh
air, rest, green, shade and recreation to thousands of grateful guests. To interest these guests in 20,000 tenement babbes and mothers who cannot otherwise leave their sweltering homes, the N. Y. Association for improving the Condition of the Poor is sending out to-day 2,000 SFA BREEZE CALENDARS. Hotel guests and proprietors are asked to send some of the country or seashore back to the tenements by personal gifts, collections, fairs, concerts, fetes or entertainments. Four photographs tell of the Sea and paradise trees, of shade and play and bathing.
Will you undertake to raise a fund at your hotel? \$125 will give an excursion for five hundred mothers and bables, two trolley rides, two lunches, bathing, rest, chorus singing. \$50 will keep five mothers and fitteen children one week at Sea Breeze. Sond inquiries or checks to ROBERT SHAW MINTURN, Treasurer, 105 East. 224 Street. quiries or checks to ROBERT SHAW MINTURN, Treasurer, 105 East 224 Street.

Summer Pianola Recitals in the Country

IANOLA recitals, made up of numbers to suit the tastes of the guests, and as artistic as those which attract so many music lovers to Aeolian Hall during the winter season, are being given summer in the remotest corners of the country, and by people who have no technical knowledge of music whatever.

Others, while cruising on the ocean, or camping in the back woods, are getting acquainted with the latest Broadway song hits, dancing to the newest dance tunes, and otherwise experiencing musical pleasure to an extent which not even the presence of a capable hand performer would make possible.

The reason for the remarkable success of the Pianola as an entertainer, both in town and country, is the Metrostyle, which makes it possible for even a novice to play with proper feeling and expression-and it is a feature possessed by no other Piano player.

Price of the Pianola, \$250 and \$300.

Price of the Pianola Piano, which is an upright piano with the Pianola inside its case, \$500 to \$1,000.

Literature descriptive of both instruments, together with music catalogues showing repertory, including hundreds of compositions bearing personal interpretations of the world's greatest musicians, will be sent to any address on request.

THE AEOLIAN COMPANY, Aeolian Hail 362 Fifth Avenue, near 34th St., New York

tinued to sell as the market would absorb his offering until all were disposed of. Other trustees testified during the trial at the same or lesser prices at about the same time.

same time.

The writer of the article must have taken the charges made in the petition against Mr. Rockefeller, instead of the testimony which appears in the case, or she could have reached no such conclusion as is expressed by her. Miss Tarbell puts in quotation marks, as though she were reciting the evidence in the case in several instances, what nobody ever testified to, and of which there

is not the slightest hint in the record.

When the award had been made and this vindication of Mr. Rockefeller reached the plaintiff undertook to repudiate it; and it therefore became necessary, in order to secure the entry of judgment as agreed, the file a supplemental answer in the Comto file a supplemental answer in the Com-mon Pleas Court and litigate the validity of the award of the arbitrators through to the Supreme Court. In each instance the Common Pleas Court. In each instance the Common Pleas Court, Circuit Court and Supreme Court, without one dissenting voice, affirmed the proceedings of the arbitrators, and ordered judgment to be entered in accordance therewith.

SLEUTHS MUST PATROL. 24 Detective Sergeants on Precinct Duty

Ordered to Don Uniforms. Police Commissioner McAdoo sent out general order yesterday directing that all detective sergeants assigned to precincts should hereafter do patrol duty in uniform. The order affected nearly forty men, but before it was issued the Police Commissioner transferred sixteen of the detective sergeants back to the Central Office. They are:

Richard A. Finn, Elizabeth street station William P. Judge, Leonard street station Edward J. Armstrong, Leonard street staand that the notes evidencing the mess had been repeatedly renewed, and in 1895, as had been the case many times before, Mr. Corrigan was so largely in default, both as to principal and interest, that Mr. Rockefeller might have sold but that Mr. Rockefeller might have sold but station; John Leonard, Union Market stat James A. Walsh, East Sixty-seventh street station: William Colby, West 125th street station: John J. McCarthy, East 126th street station: John D. Diefenthaler, West 152d street station: Lawrence J. Collins, Charles street station: William J. Capper, Macdougal street station: William J. Barlow, East Sixty-seventh street station: Benjamin C. Scheffler, West 160th street station; Thomas P. Foody, East 126th street station.

In announcing the transfers Mr. McAdoo said that detective sergeants who had not shown any particular merit as detectives while in the Detective Bureau had been doing similar work in various precincts. Now he had come to the conclusion that if they were not good detectives while at Headquarters they certainly were not qualified to do the still more difficult precinct duty. He thought it about time they went back

The sixteen detective sergeants were transferred back to the command of Acting Inspector O'Brien, because no men were needed at Police Headquarters. On that subject Mr. McAdoo said that he might make two, three or perhaps four detective sergeants in a day or two. Patrolmen and not roundsmen will be selected.

"When I came into the Police Department," said Mr. McAdoo, "I announced that it would not he my relies to select the selection."

it would not be my policy to raise any patrolmen to the rank of detective sergeant. Although the law gave me the right, I considered that the power had been abused. There are now some men deserving the increased rank and pay. They have earned it and they can do good work in the Detective Bureau. No men will be dropped "These promotions will be made solely for merit. The surest way for a patrolman to miss the promotion is to bring friends to see me or to write to me. These will settle their observers."

their chances. PAID \$15,000 FOR LOAN OF \$9.200.

Mrs. Babbitt Accuses the New York Finance Co. of Using Usurious Methods.

An order to show cause in an action against the New York Finance Company of 45 Broadway, New York, and William Brewster Wood of Philadelphia, was signed yesterday by Vice-Chancellor Emery in the Newark Chancery Chambers, the complainant in the suit being Mrs. Annie D. Babbitt, daughter of the late Charles G. Campbell of Morristown, formerly a resident of Newark and who died at Morris town last May leaving an estate of about \$1,000,000.

The bill of complaint avers that last March Mrs. Babbitt applied to the New York Finance Company for a loan of \$10,000 and that the company agreed to make the loan if Mrs. Babbitt would pay \$5,500 as a bonus, in addition to 6 per cent. interest on the \$10,000; in other words, pay \$15,000 or thereabouts for the loan. Mrs. Babbit declares that she received only \$2,000. in other words, profession of the loan. Mrs. Babbit declares that she received only \$9,200.

To obtain this loan Mrs. Babbitt pledged of the loan her entire interest in her

as collateral her entire interest in her father's estate, giving also to William Brewster Wood of Philadelphia, as osten-Brewster Wood of Philadelphia, as ostensible lender of the money, a note for \$10,000. On the same date Mrs. Babbitt gave a note to the New York Finance Company for \$5,000, pledging her interest in her father's estate, both notes being signed by her husband as well as herself. In the first note Mrs. Babbitt authorized Wood to sell, either at public auction or at private sale, all her interest (one-third) in her father's estate, in default of her payment of interest estate, in default of her payment of interest. estate, in default of her payment of interest for fifteen days, without demanding pay-ment of the note or the amount due thereon

ment of the note or the amount due thereon and without advertising or giving notice to the complainant, Mrs. Babbitt.

Mrs. Babbitt in her bill of complaint charges that the transaction on the part of the defendants was of a usurious nature and that the defendants resorted to various subterfuges to conceal the usurious nature of the transaction.

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IF you are interested in the method in the method of finishing the inside of an unlined summer coat, examine some of our Tropical weight garments. You won't find a thread that is loose nor a seam that shows a ragged edge of cloth.

Our standard of finish is that found in custom made clothes at twice the price. Tropical Suits \$19 to \$25. As usual, store will close at 12 o'clock Saturday during July and August.

ASTOR PLACE AND FOURTH AVENUE

DIED. JONES.—On Tuesday, July 11, at the Enicker-bocker, 5th av. and 28th st., Margarette A. Jones, daughter of the late Daniel Jones.

PERRY.-In Williamstown, Mass., July 9, Arthur Latham Perry, aged 75.

Funeral Wednesday, 4 P. M., at resident THOMAS .- At Catletts, Va., William Privates

Thomas, late of Elizabeth, N. J. Funeral from St. John's Church

CEMETERIES. THE WOODLAWN CEMETERY

OFFICE, 20 EAST 23D ST. N. Y. CITY

ACCUSED BY BROTHER-IN-LAW Young Man Who Once Knew Jeanette Thompson Is Arrested.

John W. Grimmer of the Seventy-first Regiment, a chauffeur, employed by the Consolidated Gas Company, was arrested yesterday on suspicion of being implicated in the case of Jeanette Thompson, the Peekskill girl whose body was discovered last Sunday morning as it was being carried in a basket from a private hospital in West

in a basket from a private hospital in West Forty-seventh street.

Grimmer's name was given to the police by Joseph L. Ferris, a New York Central Railroad conductor, whose wife was Miss Thompson's sister. He said that Grimmer had known the girl for a long time.

Grimmer told Coroner Scholer that he met Miss Thompson four years ago, while his regiment was in camp at Peekskill. There had been some talk of marriage, but according to Grimmer, no undue intimacy. He declared that he had not seen her since February. her since February.
Grimmer was released on \$500 bail to

appear to-morrow at the Coroner's inquiry, at which the girl's relatives in Peckskill will be present.

The Aldermen concurred yesterday is the appropriation made by the Board of Estimate of \$24,500 for gas testing station and of \$244,000 to substitute a uniform paid corps for the volunteer fire companie of Richmond and part of Queens

Good-by to the Volunteer Firemen.

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the highest grade of mait and hops, the absence of substitutes and chemicals. A the application of the most approved Ger

of an expert brewer. On the quality of our beer alone has our business been built up and our name become known all over this country.

imported, which cost 100% more, lacking in our beer, while the most inferior demestic beers cost only one cent less bottle than our fine and luxurious fo beverage.

There is no sterling quality of the best

Delivered in Greater New York at \$1.25 per case of 24 bottles.